# CENTRAL COMMODITY FS 2023-2024 LP Gas Firm Price Contract PLEASE MAIL BACK

Buyer agrees to purchase from Central Commodity FS of Taylorville, Illinois (Seller,) 50,000 gallons of LP Gas according to the following terms and conditions. Seller shall deliver the product in such reasonable quantities and at such reasonable times as requested by Buyer, PROVIDED, HOWEVER, that Buyer agrees to have accepted delivery of all product by 3/31/24.

### **CASH PAYMENT CONTRACT**

The contract purchase price of said product is \$1.45 per gallon plus any applicable fees per gallon.

Contract total = \$72,950.00

Please return your signed contract by 9/7/23

Along with your payment

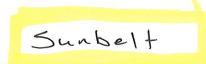
### **CONTRACT GALLONS WILL BE ON A KEEP FULL BASIS!**

PANA SCHOOL DISTRICT P.O. BOX 377 PANA, IL 62557

4972440 15

Signature	
Phone Number	
Date	

This Contract is valid after signed by Buyer and returned. All contract LP Gas not used by March 31, 2024 will be assessed a service charge if the cash price per gallon (3/31/24) is less than the contract price per gallon. The service charge will be figured as follows: Contract price per gallon minus current Central Commodity FS cash price per gallon (3/31/24) multiplied by the unused gallons = service charge. If the Central Commodity FS price is more than patron's cash contract price on 3/31/24 money received will remain as a credit on the patron's account. All LP gas deliveries will be a minimum of 200 gallons. Any gallons under 200 may incur a service fee. Any gallons delivered over the contract to fulfill the minimum required delivery may be billed at the current cash price at the time of delivery.



### Make-Up Air Equipment 4-Week Rental Rates

Rental period (day, week, 4-week or seasonal) must be determined at the time of order. Additional rental periods are pro-rated at day, week, or 4-week rate.

Quantity Cat-Class

Description

4 Week

4-Week Total

Note: This estimate is based on quoted rental period. Additional rental period will be invoiced at quoted "Day", "Week" and "4 Week" rates. Season Lease has been discounted to reflect full season commitment and will be invoiced upon delivery. A Seasonal Rental is the duration from delivery date to April 30<sup>th</sup>. The Season Lease ends on April 30<sup>th</sup> (Heating) / September 30<sup>th</sup> (Cooling). This option should be determined at the time of order.

Please refer to our website for additional information on <u>Terms and Conditions and Environmental</u> Fees.

### Make-Up Air Equipment Seasonal Rental Rates

Rental period (day, week, 4-week or seasonal) must be determined at the time of order. Additional rental periods are pro-rated at day, week, or 4-week rate.

Quantity	Cat-Class	Description	"4 Week"	Seasonal	Seasonal Total
2	150-6015	GAS HOSE 1" X 50'	\$52.50	\$315.00	\$630.00
4	150-0835	20" X 25' HIGH TEMP DUCT	\$86.70	\$520.00	\$2,080.00
2	010-0476	550,000 BTU Natural/Propane	\$900.00	\$5,400.00	\$10,800.00
			Rental Iten	ns Sub-Total:	\$13,510.00
			Enviro	nmental Fee:	\$206.68
		Seasonal Renta	al Total Throug	gh April 30th:	\$13,716.68
				Sales	<b>Tax Not Included</b>
			Round Trip	Freight Total:	\$1,200.00
		E	Estimated E&D	Labor Total:	\$0.00

Estimated Rental Total: \$14,916.68

Note: This estimate is based on quoted rental period. Additional rental period will be invoiced at quoted "Day", "Week" and "4 Week" rates. Season Lease has been discounted to reflect full season commitment and will be invoiced upon delivery. A Seasonal Rental is the duration from delivery date to April 30<sup>th</sup>. The Season Lease ends on April 30<sup>th</sup> (Heating) / September 30<sup>th</sup> (Cooling). This option should be determined at the time of order.

Please refer to our website for additional information on <u>Terms and Conditions and Environmental</u> Fees.

v1.0.15

John Burge, thank you for the opportunity to submit this proposal. If you have any questions or require any additional information, please call me at our regional office (314) 447-4861 or my mobile 314-873-3049. You may also contact me by email at <a href="mailto:Bryce.Wunderlich@SunbeltRentals.com">Bryce.Wunderlich@SunbeltRentals.com</a>.

Respectfully,

# Bryce Wunderlich

Bryce Wunderlich Strategic Customer Representative Sunbelt Rentals, Inc

**Customer Acceptance:** If this proposal is acceptable, authorize by signing below and email back to <a href="mailto:Bryce.Wunderlich@SunbeltRentals.com">Bryce.Wunderlich@SunbeltRentals.com</a>. Equipment availability is subject to seasonal demands and acceptance of this proposal will allow us to reserve equipment for the period needed.

☐ 4-Week Rates		
☐ Seasonal Rates		
*Freight is based on local delivery. If units need to based off distance from location to jobsite. *Seasonal rates are a 6-month commitment; total 30. Authorization for: Pana Elementary		
John Burge POETTKER CONSTRUCTION CO 400 SOUTH GERMANTOWN RD PO BIX 207 BREESE, IL 62230	Office Fax Cell Email	(618)526-7213 618-214-0790 jburge@poettkerconstruction.com
Signature:	Date	ī
PO·		

Sunbelt Rentals Support Office 2341 Deerfield Drive, Fort Mill, SC 29715-8298 800-892-8677 https://www.sunbeltrentals.com/services/climatecontrol/ ST ANN MO CC PC1175
29 INTERNATIONAL PLAZA CT
SAINT ANN, MO 63074 1833
(314) 447-4861
Temp-Air Supplet Website Equipm

Temp-Air Sunbelt Website Equipment Information

Confidentiality Notice: This document (and all attachments) is intended solely for the use of the named addressee and may contain information that is confidential and proprietary, attorney-client, and/or attorney work product privileged. If you are not the named addressee, any reading, dissemination, distribution, copying or other use of this document or its attachments is strictly prohibited and may be unlawful. If you have received this document in error, please immediately notify the sender at either number or email noted above and then delete this document (and all attachments) and all copies and backups thereof from your system.

v1.0.15

### Additional Labor and Service Rates

Field Service Rates ● \$145.00 per Hour ● Monday through Friday

Field Service Rates ● \$245.00 per Hour ● Evenings, Weekends and Holidays

### Services Included in Rental Rates

Assistance with:

- Estimating and design of the temporary HVAC system.
- Initial startup of equipment.
- Familiarization of system and equipment to on-site personnel.
- Emergency service 24/7/365.
- · Periodic routine job site inspections.
- Initial set of clean filters installed.

### **Customer Responsibility**

The customer is responsible for:

- Off-loading, loading, placement of equipment.
- Cranes, forklifts or lifting equipment for offloading and placement of equipment.
- Relocating equipment
- Duct assembly and installation (if necessary).
- Hanging or securing of all gas hose, if necessary.
- Supplying any required union labor.
- Providing any permits and compliance with all state / local codes.
- Misuse, damage, theft, and abuse of the equipment.
- Service calls (per neglect of customer)
- The cost to repair damages due to anything other than normal wear and tear.
- Complete mechanical and electrical installation provided by others.
- Electrical distribution cable provided by others.
- Monthly changing of filters—Replacement filters are available from Sunbelt at additional cost.



August 10, 2023

Estimate Number: TH202308101425-66850

POETTKER CONSTRUCTION CO John Burge 400 SOUTH GERMANTOWN RD PO BIX 207 BREESE, IL 62230

RE: Pana Elementary

Dear John:

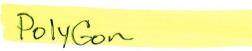
Thank you for the opportunity to provide this estimate for temporary heating of the Pana Elementary during the 2023-2024 heating season. Sunbelt Rentals operates 90+ dedicated Climate Control locations across the country, equipped with the largest, most modern, and diverse fleet of temporary heating, cooling, drying, and power generation backed by the largest technician service force in the industry. We have the right solution for you along with the service capability to offer complete support. Based on the specific conditions of your project and our discussions combined with over 50 years of experience, we have calculated the following design parameters and selected the following equipment for your project.

Note: This proposal contains proprietary information and is for exclusive use between Sunbelt Rentals and the customer. It is understood by both parties that this information along with any exchanged information is confidential.

### Make-Up Air Equipment 4-Week Rental Rates

Rental period (day, week, 4-week or seasonal) must be determined at the time of order. Additional rental periods are pro-rated at day, week, or 4-week rate.

Quantity	Cat-Class	Description	4 Week	4-Week Total
2	150-6015	GAS HOSE 1" X 50'	\$70.00	\$140.00
4	150-0835	20" X 25' HIGH TEMP DUCT	\$115.00	\$460.00
2	010-0476	550,000 BTU Natural/Propane	\$1,350.00	\$2,700.00
		Renta	al Items Sub-Total:	\$3,300.00
		E	nvironmental Fee:	\$51.67
		4-Week	Rental Sub-Total:	\$3,351.67
			Sales	<b>Tax Not Included</b>
		Round	Trip Freight Total:	\$1,200.00
		Estimated	E&D Labor Total:	\$0.00
		Estim	nated Rental Total:	\$4,551.67



# Poettker Construction - Pena Illinois Elementary School

Prepared by: Timothy Young (800) 422-6379

110

tim.young@polygongroup.com

Quote Information: Quote #: EST-STLO274 Version 1.0

Delivery Date: Exp. Date: 2/16/2024 Prepared for:

Poettker Construction

Poettker Construction 400 S. Germantown Rd Breese IL 62230 United States (618) 526-7213

kratermann@poettkerconstruction.com

Ship To:

Poettker Construction

Poettker Construction 203 W 9th St. Pana IL 62557 United States (618) 526-7213

kratermann@poettkerconstruction.com

# **Quote Summary**

Description	Amount
Equipment Rental	\$12,900.00
Labor / Freight	\$1,040.00
Tax Total:	\$876.65
Total:	\$14,816.65

5 mos.

Thank you for the opportunity to be of service.

# **Timothy Young**

Signature:	Signature:	
Name:	 Name:	
Title:	 Date:	
Date:		

Equipment Rental	Qly	Unit Phice 1	-ik-télntentésky: IB	utralitore.	Ext. Price		
Weekly Rates are 1/3 the Monthly Rates. Refer to the Rental Notes for details.  Monthly Rates (28 Days) <u>Tax is not included.</u>							
Heater - DF650	1	\$1,200.00	Monthly	5	\$6,000.00		
Heater - DF650	1	\$1,200.00	Monthly	5	\$6,000.00		
Flexduct, 20" High Temp - 25'	2	\$90.00	Monthly	5	\$900.00		
Adjust Get 50' ea	ch		S	ubtotal:	\$12,900.00		

Labor / Freight	Oly -	Uniti Phice	Посерення по	iBhirkaliloigi	Ext. Phice.
Technician Shut Down - Regular Rate	2	\$135.00	Hourly		\$270.00
Technician Startup - Regular Rate	2	\$135.00	Hourly		\$270.00
Shipping to jobsite	1	1	One-Time Charge		\$250.00
Shipping from jobsite	1	E .	One-Time Charge		\$250.00
	-,!	<u></u>		Subtotal:	\$1,040.00



1. Rental Period begins on the date of shipment and ends when the equipment is received at Polygon's facility. Minimum rental period is ONE (1) MONTH and is prorated thereafter. Each following consecutive week will begin by charging 1/3 of the quoted weekly rate each day until the weekly rate for that week= has been reached. The total of daily and weekly rental charges will not exceed the monthly rate quoted herein for each additional consecutive 28 day period.

Number of equipment rental periods: 5 Rental Equipment Begin Date: 9/30/2023 Rental Equipment End Date: 2/16/2024

2. All invoices are NET 30 DAYS, pending credit review. Invoices left outstanding for 30 days or longer are subject to a 1.5% finance charge compounded monthly. If customer's account is referred to any agency or attorney for collection then Customer agrees to reimburse Polygon for all fees and costs associated with collection, including but not limited to collection agency fees, attorney's fees, lien placement and removal fees, and/or lien foreclosure costs. The obligation for such payments shall survive the termination of this agreement.

### PLEASE NOTE OUR REMITTANCE ADDRESS:

15 Sharpners Pond Rd., Building F North Andover MA 01845 Phone: 800-422-6379

- 3. FREIGHT CHARGES ARE ESTIMATED at the time estimate is delivered. Common carrier shipping expenses will be billed at actual cost plus 10% and 15%. When delivery or retrieval of equipment is accomplished with Polygon personnel and vehicle, the following charges will apply with a \$100 minimum: Car/Van/Pick-up truck \$.75/mile, round-trip; Box truck, Pick-up truck and trailer or towing a generator \$1.50/mile, round-trip.
- 4. Start-up of dehumidifiers by Polygon personnel is required. If customer chooses to start equipment without Polygon's assistance, a Release Waiver must be signed and any costs incurred for repair, adjustment or calibration as a result will be charged to customer's account. Customer is expected to perform minor routine maintenance to equipment.
- 5. Crane or forklift for loading and unloading of equipment is the responsibility of the customer unless specified otherwise.
- 6. Fuel, power supply and electrical connections supplied by customer unless specified otherwise. IF GENERATOR IS REQUIRED, CUSTOMER IS RESPONSIBLE FOR CHANGING OIL AND FUEL FILTERS IN GENERATOR EVERY 250 HOURS OF OPERATION.
- 7. This proposal is valid if signed within 60 Days of the proposal date.
- 8. Sales tax will be added to all rental charges. Labor rates and travel expenses will be billed at the rate quoted herein.

#### JURISDICTION, VENUE AND GOVERNING LAW

The Parties hereby irrevocably consent to the personal jurisdiction of the Courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to this Contract, or breach of this Contract or any such document or instrument. The Parties also hereto consent that the appropriate venue for any action brought under this Contract shall be one of the following: 1) the Essex County Superior Court; 2) the Lawrence District Court; or 3) the United States District Court for the District of Massachusetts sitting in Boston, Massachusetts. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, with no allowance or provision for any possible conflict of law analysis or application.

#### WAIVER OF CONSEQUENTIAL DAMAGES

Polygon and the Customer agree to waive any and all claims against each other for consequential damages arising out of or in any way relating to this Agreement on account of any loss, cost, damage, or expense which either party may suffer or incur because of an act or omission of the other party, its agents or employees, or any other cause of action (including negligence) arising out of or in any way related to the Agreement. This mutual waiver includes, but is not limited to, damages incurred for rental expenses (other than those rentals included in this Agreement), loss of use, income, profit, financing, business and reputation, loss of management or employee productivity or of the services of such persons, office expenses including the compensation of personnel stationed there. This mutual waiver is applicable to, but not limited to, all consequential damages due to either party's termination of this Agreement.

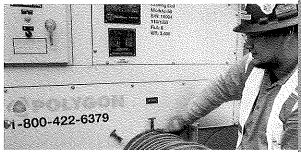
#### LIMITED LIABILITY

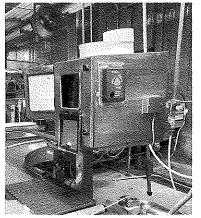
Polygon's liability arising from or related to this Agreement and/or its or its subcontractors' acts or omissions shall be limited to and not exceed the value of this Agreement as defined by the Total Service Proposal Cost applied to the Project Duration as listed in this Agreement. We appreciate the opportunity to offer this rental estimate for your project. We look forward to working with you on it If you have any questions concerning this, please call me. If everything is acceptable and you wish to proceed with the rental, please sign below and fax to our office.

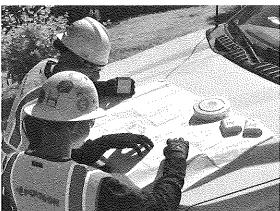
Master Quote Template 1.0















# We have prepared a quote for you

Poettker Construction - Pena Illinois Elementary School

Quote # EST-STLO274 Version 1.0

# Prepared for:

Poettker Construction

kratermann@poettkerconstruction.com

Tuesday, August 8, 2023

Poettker Construction 400 S. Germantown Rd Breese IL. 62230 United States kratermann@poettkerconstruction.com

Dear,

Thank you for the opportunity to provide the following service proposal.

As pioneers in the markets we serve, Polygon established the use of desiccant dehumidification for Temporary Climate Solutions, Document Recovery Service and Emergency Drying Service applications over 60 years ago. In the years since, we have provided customized drying solutions for over 30,000 customer projects. All the while, Polygon continues to advance the industry with the latest technology, to include energy efficient dehumidification, cooling, and heating equipment; as well as remote monitoring systems with telemetry and data service.

Polygon specializes in climate-control services for all manner of industrial and commercial applications. Polygon's temporary climate solutions are engineered specifically for each application and can address a variety of issues caused by condensation and other environmental concerns that affect business production. Our solutions are used by many customers to address issues caused by system failures, weather events, job scheduling delays, as well as to improve the success of coatings applications, material stabilization, and overall dry times. The services provided are equipment intensive and involve the use of various climate control equipment and highly-trained technicians.

To service our large customer base effectively, Polygon has offices in 15 countries and services the U.S. from its headquarters in North Andover, MA and 17 local offices.

Timothy Young
Inside Sales Manager
Tim Young
Polygon US
2910 SE Loop 410
San Antonio TX 78222
United States
(800) 422-6379
Mobile: (210) 241-0839
tim.young@polygongroup.com



### Project Particulars:

This proposal reflects pricing to supply, install and maintain a temporary climate control system as follows:

Project Location/Name:

Pena II, Elementary School

## Services Provided by Polygon:

- · Delivery and retrieval of equipment from project location.
- · Start-up and shut down of equipment at the end of the project.
- · On-site training on basic equipment operation (approx. 30 minutes).

This proposal does not include prevailing wage rates or certified payroll. There are no provisions for Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP) and any costs associated with these would be additional. Cost associated with third party accounting portals are not included and will be added to our invoice if these sites are utilized. Any applicable sales tax will be included in our proposal and based on project ship-to locations. If this project is tax-exempt, a certificate must be on file prior to invoicing.

Polygon recommends 1.5 square feet of opening per 4500 CFM of delivered positive air. In addition, customer understands that operating a dust collector or other ventilation which allows outside air in, could potentially increase the required amount of climate control equipment. It is the responsibility of the customer to notify Polygon of their intention to use dust collection or other ventilation. Unless specifically stated otherwise, the following estimate and equipment design assumes that no dust collector is running during the dehumidification process.

In the event of a mechanical problem, Polygon will respond in a timely manner. If Polygon's equipment is not the cause of the maintenance call (i.e., power supply issues, improper start-up/shut-down, generator failure, dirty filters, etc.), customer will be charged for time and material. Overtime rates are charged after eight hours in a day or forty hours in a week and double time occurs on Sundays and Polygon recognized holidays.

#### No Warranty:

There is no warranty implied with these services. No permanent materials or equipment is to be installed on property that would require a warranty. Polygon does not claim responsibility for subsequent corrosion, microbial growth or other performance or deterioration of materials because of these services.

# Provided by Customer:

- · Adequate permanent power within 80' of equipment staging.
  - Extension Cord that is at least 10 guage for power to heater.
- · All diesel (includes DEF), propane or natural gas and associated service if needed.
  - Gas regulator must be able to supply enough btu for equipment to operate properly.
- Equipment to unload, place and load equipment on site.
- Preparations for all temporary duct penetrations as agreed upon with Polygon prior to installation. This includes temporary board-up of windows and/or doors.
- Hanging/running of temporary duct work (LayFlat) within interior space; Polygon can counsel on duct run layout upon request.
- · Visible barriers to surround high voltage equipment and prevent access by unauthorized personnel.
- A secure environment where all Polygon equipment and ancillary items can run 24/7.
- · Any state or local permits required to fulfill any portion of this Scope of Work.
- A reasonably airtight building envelope (i.e. windows, doors, stairwells, utility shafts, etc.) because excessive air-infiltration will cause unacceptable fluctuations in interior temperature and relative humidity levels, slowing the drying process.

# Changes to Scope of Work:

- Changes in scope or duration of project will require a written change order authorization from customer. Any additional costs associated with such changes must be included in the change order authorization.
- Customer may adjust the size and/or configuration of temporary controlled space. Re-engineering of system is not included in base contract. Additional required equipment, ductwork, and labor will be added to the contract via change order.
- Customer may be billed via change order for labor and materials required to repair or relocate equipment or duct work after the initial scope of work.
- Delays due to occurrences outside Polygon control may incur additional start up and/or tear down costs.
- Overtime and double time are not included. Additional hours required due to customer delays or miscommunications may be billed at these
  rates. Overtime rates are charged after eight hours in a day or forty hours in a week and double time occurs on Sundays and Polygon
  recognized holidays

### Safety:

Along with a deep project-related experience in management of projects such as what is proposed here, Polygon has a strong commitment to safety. Our personnel and team members have a solid grasp of the OSHA Safety standards, and our internal safety program equals or exceeds those requirements. Each technician has completed the OSHA 10 Hour training and numerous internal training modules on subjects including safe rigging, fall protection, PPE and lock-out tag-out procedures.

The goal of Polygon's Health and Safety Program is zero accidents and accident prevention continues to be of paramount importance to our company. To this end, safety takes precedence over expediency and we ask you to please accommodate our Site Safety Survey at the beginning of work on your site.

# Closing:

Thank you for considering our proposal and please contact us if you have questions or need clarification. We appreciate the opportunity to serve you.

# OUnited Rentals

BRANCH G75 10320 WINTER INDUSTRIAL DR SAINT LOUIS MO 63128-2030 314-729-0903 314-729-1433 FAX

PANA ELEMENTARY 200 SHERMAN ST PANA IL 62557-1360

Office: 618-526-7213

POETTKER CONST. CO. 400 S GERMANTOWN RD BREESE IL 62230-2018

### RENTAL QUOTE

### # 222933741

: 380465 Customer #

Quote Date

: 08/03/23 : 10/02/23 04:00 PM : 10/30/23 04:00 PM : 200 S SHERMAN ST, PA Estimated Out Estimated In

UR Job Loc UR Job # : 358 Customer Job ID: : TBD

P.O. # Ordered By : JOHN BURGE DAVID PARTNEY
DAVID PARTNEY Written By Salesperson

This is not an invoice Please do not pay from this document

RENTAL ITEMS:  Qty Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt
2 2506570	HEATER MAKE UP AIR 500K-600K BTU		384.00	480.00	1,320.00	2,640.00
4 250/1168	HEAT DUCT 20" X 25' HIGH TEMP		30.00	37.00	50.00	200.00
2 250/3502	HEATER THERMOSTAT					N/C
4 250/2974	HEATER HOSE 1 1/2" X 50' LPG/NATURAL GAS		10.00	20.00	60.00	240.00
SALES/MISCELLANE	OUS ITEMS:			Rental	Subtotal:	3,080.00
Qty Item			Price	Unit of	Measure	Extended Amt.
1 DELIVER	Y CHARGE		584.800	EACH		584.80
1 PICKUP	CHARGE	/	584.800	EACH		584.80
		/		Sales/Misc	Subtotal:	1,169.60
				Agreement Estimat	Subtotal: ed Total:	4,249.60 4,249.60
COMMENTS/NOTES:						
	JOHN BURGE 8-526-7213	\				
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NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.